

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
COUNTY OF SANTA BARBARA AND
Advancing Collective Transformation d/b/a
Santa Barbara Alliance for Community Transformation

Lived Experience Advisory Board
Administrative Support**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered by and between the County of Santa Barbara, a political subdivision of the State of California ("COUNTY") and Advancing Collective Transformation, a California nonprofit public benefit corporation formerly known as Uffizi Order, doing business as **Santa Barbara Alliance for Community Transformation** ("CONTRACTOR" or "Subrecipient" or "SBACT"), with a principal place of business at PO Box 217, Santa Barbara CA 93102 as of June 1, 2025.

WITNESSETH THAT:

WHEREAS, the Homeless Housing, Assistance and Prevention ("HHAP") Program ("Program") has been established by the State of California pursuant to Chapter 6.5, commencing with Health and Safety Code ("HSC") section 50230, of Part 1 of Division 31 of the HSC; and

WHEREAS, the Program is administered by the California Department of Housing and Community Development ("HCD"); and

WHEREAS, the Agency provides one-time flexible block grant funds to Counties and Administrative Entities as defined in the HHAP Round 3 Notice of Funding Availability ("NOFA"); and

WHEREAS, COUNTY qualifies as the Administrative Entity ("AE") as defined in the NOFA to administer and distribute State HHAP funds ("Program Funds") allocated to the Santa Maria/Santa Barbara County Continuum of Care ("CoC"); and

WHEREAS, the COUNTY Community Services Department ("CSD") will act as the AE on behalf of the CoC Service Area in the administration of this Agreement; and

WHEREAS, pursuant to COUNTY's Agreement with the State to perform work under the Program and as specified in the NOFA, CONTRACTOR has been designated as an eligible and qualified CONTRACTOR of HHAP funds for eligible activities in accordance with Chapter 6.5 of the HSC section 50233, of Part 1 of Division 31, and other applicable laws; and

WHEREAS, CONTRACTOR desires, and represents and warrants that it is qualified, to perform the Services (defined below) hereunder, and COUNTY desires to engage CONTRACTOR to perform such Services in accordance with the terms and conditions memorialized in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

I. SCOPE OF SERVICE

A. General

CONTRACTOR shall perform all services required under this Agreement (“services” or the “Project”) in the manner and according to the standards observed by a competent practitioner of the same profession in which CONTRACTOR is engaged in the State of California. All products of whatsoever nature, which CONTRACTOR delivers to COUNTY pursuant to this Agreement shall be prepared in a first class and workperson-like manner and shall conform to the standards of quality observed by a professional practicing in CONTRACTOR’s profession in the State of California. CONTRACTOR shall correct or revise any errors or omissions, at COUNTY’s request without additional compensation. CONTRACTOR shall, at CONTRACTOR’s sole cost and expense, obtain and maintain all permits and licenses necessary to perform the services hereunder.

B. Services

CONTRACTOR will be responsible for providing COUNTY with the planning and coordination services delineated in Scope of Services, attached hereto as Exhibit A and incorporated herein by reference (“Scope of Services”), in a manner satisfactory to COUNTY and consistent with all applicable federal, state and local statutes, regulations, rules, executive orders, guidelines, policies, directives and standards.

C. Staffing

CONTRACTOR’s staffing for the services that it will provide shall be in accordance with the Scope of Services. Any changes in CONTRACTOR staff that perform services under this Agreement shall require prior written approval by the COUNTY.

D. Performance Monitoring

COUNTY will monitor the performance of CONTRACTOR against goals and performance standards set forth under “Performance Measures” in the Scope of Services. Substandard performance as determined by COUNTY shall constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the CONTRACTOR within one (1) week after being notified by the COUNTY, the COUNTY may suspend or terminate this Agreement.

E. Changes

No changes to this Agreement will be effective unless made through a written amendment to this Agreement executed by the CONTRACTOR and COUNTY.

II. TIME OF PERFORMANCE

The term of this Agreement, and the performance of services by CONTRACTOR hereunder, shall start on **June 1, 2025, and shall end on January 31, 2026**, unless terminated earlier in accordance with the provisions of this Agreement (“Term”).

III. BUDGET

The budget for CONTRACTOR’s services shall be as set forth under “Cost Proposal” in the Scope of Services (“Budget”). In addition, COUNTY may require a more detailed budget breakdown than the one contained herein, and CONTRACTOR shall provide such supplementary budget

information within one (1) week in the form and content prescribed by the COUNTY. Any amendments to the budget shall require prior written approval by both the COUNTY and CONTRACTOR.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by COUNTY under this Agreement shall not exceed Forty Thousand Dollars and No Cents (**\$40,000.00**) for the payment of eligible expenses, which shall be made in accordance with the Budget. Upon receipt of an acceptable invoice with proper support documentation, and upon the timely performance of deliverables identified in Exhibit A, COUNTY shall review the invoice and when approved, make payment.

COUNTY has no obligation to provide funds under this Agreement if for any reason there is insufficient funding available to pass through to CONTRACTOR, or if the Agreement is terminated or suspended.

V. NOTICES

Notices required by this Agreement shall be in writing and delivered via U.S. Mail (postage prepaid), commercial courier, or personal delivery or electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this Agreement shall be directed to the following Agreement representatives:

COUNTY

County of Santa Barbara
Housing and Community Development
Joe Dzvonik, Deputy Director
123 E. Anapamu St., 2nd floor
Santa Barbara, CA 93101 Office:
(805) 568-3523
Email: jdzvonik@sbccsd.org

CONTRACTOR

Santa Barbara Alliance for Community
Transformation (SBACT)
Rich Sander, Executive Director
PO Box 217
Santa Barbara, CA 93102 Office:
805.570.3914
Email: rich@sbact.org

VI. GENERAL CONDITIONS

A. General Compliance

CONTRACTOR agrees to comply with the requirements of HSC, Division 31, Part 1, Chapter 6.5, commencing with Section 50230; the State Terms and Conditions, attached hereto and incorporated herein as Exhibit B and all other applicable federal, state, and local laws, regulations, ordinances, orders, rules, guidelines, directives, circulars, bulletins, notices and policies ("Applicable Laws"). The judgment of any court of competent jurisdiction, or the admission of CONTRACTOR in any action or proceeding against CONTRACTOR, whether COUNTY is a party thereto or not, that CONTRACTOR has violated any Applicable Law, shall be conclusive of that fact as between CONTRACTOR and COUNTY. CONTRACTOR shall provide the Services in compliance with all Applicable Laws and this Agreement.

B. Independent Contractor

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. CONTRACTOR shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. COUNTY shall not be responsible for paying any taxes on CONTRACTOR's behalf, and should COUNTY be required to do so by state, federal, or local taxing agencies, CONTRACTOR agrees to promptly reimburse COUNTY for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance. In addition, CONTRACTOR understands and acknowledges that it shall not be entitled to any of the benefits of a COUNTY employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure."

C. Indemnification and Insurance

CONTRACTOR agrees to the indemnification and insurance provisions as set forth in EXHIBIT C attached hereto and incorporated herein by reference.

D. Amendments

No changes to this Agreement shall be effective unless made through a written amendment to this Agreement executed by COUNTY and CONTRACTOR. COUNTY and CONTRACTOR may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, are executed in writing, and signed by a duly authorized representative of each party. No such amendment shall invalidate any parts of this Agreement that are not changed by such amendment, or relieve or release either of COUNTY or CONTRACTOR from such party's obligations under this Agreement that are not changed by such amendment. CONTRACTOR agrees to not unreasonably withhold its approval of any amendments proposed by COUNTY that are necessary in order to conform with federal, state, or local governmental laws, regulations, ordinances, orders, rules, directives, circulars, bulletins, notices, guidelines, policies and available funding amounts.

Any amendments to this Agreement must be approved and executed by the Chair of the Board of Supervisors, except that the Director of the COUNTY's Community Services Department ("Director") is authorized to approve and execute amendments to this Agreement on behalf of COUNTY to make any one or more of the following changes:

1. Increase or decrease the Maximum Contract Amount to ensure full and timely expenditure of all HHAP funds awarded to the COUNTY by the State; provided, however, that (i) any increase in the Maximum Contract Amount hereunder shall not exceed 10% of the original Maximum Contract Amount, (ii) in no event shall the Maximum Contract Amount be increased to an amount in excess of the amount of the HHAP funds available to the COUNTY.
2. Changes to, additions, or deletions of line items set forth in the Budget, provided that such line item in the Budget as so amended, and all expenditures under this Agreement, must be eligible for reimbursement with HHAP funds pursuant to HHAP regulations and

all other Applicable Laws. In no event shall an amendment be made pursuant to this subsection 6.E.2 that will result in any change to the Scope of Services attached hereto as Exhibit A.

3. Extend the Term beyond January 31, 2026; provided, however, that no such amendment may extend the Term beyond June 30, 2026. This Section 6.E.3 shall not obligate the County to extend the length of the Term, or otherwise alter the County's rights to terminate this Agreement or reduce the Maximum Contract Amount. The authority delegated to the Director in this Section 6.E.3 may only be exercised to the extent not inconsistent with the terms of the applicable HHAP Grant Agreement between the County and the State of California Department of Housing and Community Development ("Grant Agreement"), the terms and conditions of which is attached hereto as part of Exhibit B, any other HUD or State regulations, notices, or other direction, or with any other Applicable Laws.
4. Administrative changes to the Agreement that are necessary in order to conform with federal, State, or local governmental laws, regulations, ordinances, orders, rules, directives, circulars, bulletins, notices, guidelines, policies, and available funding amounts and Applicable Laws.

E. Suspension or Termination

COUNTY may suspend or terminate this Agreement if CONTRACTOR fails to comply with the terms of any Applicable Laws, the Grant Agreement, applications, the NOFA, or any terms of this Agreement, including, but not limited to, the following:

- Failure to comply with any Applicable Laws or other laws, rules, regulations, ordinances, provisions, orders, guidelines, policies, circulars, bulletins, notices or directives referred to herein, or as may become applicable at any time;
- Failure, for any reason, of CONTRACTOR to fulfill its obligations under this Agreement;
- Ineffective or improper use of HHAP Project Funding provided under this Agreement;
- Acts or omissions by or on behalf of CONTRACTOR or any of CONTRACTOR's contractors, subcontractors, employees, agents, representatives, officers, or directors that undermines the integrity of the Project, including, but not limited to, client, child or staff endangerment, inappropriate or reckless behavior, and health code violations; or
- Submittal of reports that are false or that are incorrect or incomplete in any material respect.

COUNTY may withhold any payments due to CONTRACTOR until such time as the exact amount of damages resulting from CONTRACTOR's breach is determined

i. Termination by COUNTY

COUNTY may, by written notice to CONTRACTOR, terminate this Agreement in whole or in part at any time, whether for COUNTY's convenience, for non-appropriation of funds, or because of the failure of CONTRACTOR to fulfill the obligations set forth herein.

- a. **For Convenience.** This Agreement may be terminated for convenience by COUNTY, upon written notification to CONTRACTOR, setting forth the effective date of such termination and, in the case of partial termination, the portion to be terminated.
 - b. **For Non-appropriation of Funds.** Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by federal, state or COUNTY governments, or funds are not otherwise available for payments in the fiscal year(s) covered by the term of this Agreement, then COUNTY will notify CONTRACTOR of such occurrence, and COUNTY may terminate or suspend this Agreement in whole or in part, with or without a prior notice period. Subsequent to termination of this Agreement under this provision, COUNTY shall have no obligation to make payments with regard to the remainder of the Term.
 - c. **For Cause.** Should CONTRACTOR default in the performance of this Agreement or materially breach any of its provisions, COUNTY may, in COUNTY's sole discretion, terminate or suspend this Agreement in whole or in part by written notice to CONTRACTOR. Upon receipt of such notice, CONTRACTOR shall immediately discontinue all Services affected (unless the notice directs otherwise) and notify COUNTY as to the status of its performance. The date of termination shall be the date such notice is given by COUNTY, unless the notice directs otherwise.
- ii. Termination by CONTRACTOR
 This Agreement may be terminated by CONTRACTOR, upon written notification to COUNTY, setting forth the reasons for such termination, the effective date of such termination, and, in the case of partial termination, the portion to be terminated. However, if, in the case of a partial termination, COUNTY, in COUNTY's sole discretion, determines that the remaining portion of this Agreement or the award will not accomplish the purposes for which the Agreement was made, COUNTY may terminate the Agreement in its entirety.
 - a. Upon termination, CONTRACTOR shall deliver to COUNTY all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by CONTRACTOR in performing this Agreement, whether completed or in process, except such items as COUNTY may, by written permission, permits CONTRACTOR to retain.
 - b. If the State demands reimbursement from COUNTY for all or any part COUNTY's payments to CONTRACTOR ("disallowed payment(s)") in connection with any act or omission by or on behalf of CONTRACTOR, including, but not limited to, failure to comply with the terms of the State's award to COUNTY, the Standard Agreement, assurances in applications, NOFA, this Agreement, or any Applicable Law, regulation, ordinance, order, rule, directive, circular, bulletin, notice, guideline, or policy referred to herein, or as may become applicable at any time, CONTRACTOR shall promptly fully and completely reimburse COUNTY in the total amount of all such disallowed payments.

F. STATE and COUNTY Enforcement of HHAP Program Requirements

COUNTY and CONTRACTOR acknowledge that the State will review the performance of COUNTY and CONTRACTOR in carrying out their respective responsibilities with respect to the HHAP Program funds based on performance measures used by the State, including, but not limited to, HSC, Division 31, Part 1, Chapter 6.5 commencing with Section 50230, and Applicable Laws. COUNTY may take any action it deems necessary in its sole discretion if COUNTY determines that CONTRACTOR is not complying with any of the federal or State HHAP Program requirements, Applicable Laws, or this Agreement

VII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

CONTRACTOR agrees to comply with and adhere to the accounting principles and procedures set forth herein, to utilize adequate internal controls, and to maintain necessary source documentation for all costs incurred in connection with the Project.

2. Cost Principles

CONTRACTOR shall administer its program and the Project in accordance with the State of California HHAP Program requirements, including, but not limited to, Chapter 6.5 (commencing with Section 50230) of Part 1 of Division 31 of the HSC, and the Standard Agreement between the State and COUNTY and all Exhibits, Attachments, and Appendices thereto. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

3. Program Income

Program income must be expended by the CONTRACTOR solely on Allowable Costs incurred by CONTRACTOR for eligible HHAP Program activities.

4. Indirect Costs

CONTRACTOR may charge an indirect cost allocation to its award of funds under this Agreement. The indirect cost allocation may not exceed ten percent (10%) of the direct Allowable Costs under the Project activity unless a higher limit for such indirect cost allocation has been previously approved by the COUNTY in writing.

5. Procurement

CONTRACTOR shall comply with the procurement requirements in Santa Barbara County Code Chapter 2, Article VI concerning the purchase of services, supplies, or equipment and concerning the required maintenance of inventory and records for all services, equipment and supplies procured with funds provided hereunder.

6. Travel

CONTRACTOR's reimbursement of any costs incurred for travel outside the County of Santa Barbara shall be subject to COUNTY's prior written approval.

B. Documentation and Record Keeping

1. Records to Be Maintained

CONTRACTOR shall comply with all reporting requirements of COUNTY and shall maintain all records that are pertinent to the activities to be funded under this Agreement, and all records required and described by Applicable Laws relating to the HHAP Program, including, but not limited to, HSC, Division 31, Part 1, Chapter 6.5 commencing with Section 50230. CONTRACTOR shall maintain accounting books and records in accordance with Generally Accepted Accounting Standards. SURECIPIENT further agrees that COUNTY and the State and its designated representatives have the right to review and copy any records and supporting documentation pertaining to the performance of this Agreement. Such records shall include, but not be limited to:

- a. Records establishing that CONTRACTOR followed written intake procedures to verify “homeless” or “at risk of homelessness” status of Project participants as defined in State law, including, but not limited to, Chapter 6 (commencing with Section 50216) of Part 1 of Division 31 of the HSC, and all other Applicable Laws;
- b. Records providing a full description of each activity undertaken in connection with Services and the number of instances of service (all Services must be documented);
- c. Records required to determine the eligibility of expenditures as Allowable Costs;
- d. Records supporting disbursements of HHAP Program funds for the reimbursement of Allowable Costs incurred in connection with eligible activities;
- e. Financial records as required by State law, including, but not limited to, Chapter 6.5 (commencing with Section 50230) of Part 1 of Division 31 of the HSC; and
- f. Other records necessary to document compliance with State law, including, but not limited to, Chapter 6.5 (commencing with Section 50230) of Part 1 of Division 31 of the HSC, and HSC Section 50230, and all other Applicable Laws.

C. Procurement

1. Indirect Costs

If indirect costs are charged, CONTRACTOR will develop an indirect cost allocation plan for determining the appropriate CONTRACTOR’s share of administrative costs and shall submit such plan to COUNTY for approval, in a form specified by COUNTY.

2. Travel

CONTRACTOR shall obtain written approval from COUNTY for any travel with funds provided under this Agreement.

3. Payment Procedures

COUNTY will pay to CONTRACTOR funds available under this Agreement based upon information submitted by CONTRACTOR and consistent with any approved budget and COUNTY policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by CONTRACTOR, and not to exceed actual cash requirements. In addition, the COUNTY reserves the right to liquidate funds available under this Agreement for costs incurred by COUNTY on behalf of CONTRACTOR.

VIII. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Nondiscrimination

During the performance of this Agreement, CONTRACTOR and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, gender identity, gender expression, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), genetic information, marital status, military and veteran status, and denial of medical and family care leave or pregnancy disability leave. CONTRACTOR and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900 et seq.), including, but not limited to, Government Code section 12990 (a-f), and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2 section 12005 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12900 set forth in Subchapter 7 of Chapter 5 of Division 4.1 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. CONTRACTOR and its subcontractors shall give written notice of this obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. In addition, COUNTY's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the Ordinance were specifically set out herein, and CONTRACTOR agrees to comply with said Ordinance.

B. Employment Restrictions

1. Prohibited Activity

CONTRACTOR is prohibited from using HHAP funds provided herein or personnel employed in the performance of the activities set out in the Scope of Services under this Agreement for political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards Requirements

CONTRACTOR shall comply with federal Fair Labor Standards Act requirements as well as all labor laws and regulations of the State of California and COUNTY. Where funds provided through this Agreement are used for construction work, or in support of construction work, CONTRACTOR shall ensure that the requirements of Chapter 1 (commencing with section 1720) of Part 7, Division 2 of the State of California Labor Code (pertaining to payment of prevailing wages and administered by the California Department of Industrial Relations) are met.

C. Conduct

1. Assignability

CONTRACTOR shall not assign or transfer, in whole or in part, directly or indirectly, by operation of law or otherwise, this Agreement or any of CONTRACTOR's rights or obligations hereunder ("Transfer") without the prior written consent of COUNTY in each instance, and any attempted Transfer without such consent shall be voidable and without legal effect in the sole discretion of County and shall constitute grounds for termination of this Agreement by COUNTY; provided, however, that claims for money due or to become due to CONTRACTOR from COUNTY under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval, provided that notice of any such assignment or transfer shall be furnished promptly to COUNTY.

2. Contracts and Subcontracts

a. Approvals

CONTRACTOR shall not enter into any contracts or subcontracts with any agency, entity, or individual to perform Services under this Agreement, in whole or in part, without the written consent of COUNTY prior to the execution of such agreement. A contractor or subcontractor is not eligible to receive Program Funds if the contractor is not licensed and in good standing in the State of California or is listed on the Federal Consolidated List of Debarred, Suspended and Ineligible Contractors.

b. Monitoring

CONTRACTOR shall monitor all contracted and subcontracted Services on a regular basis to assure compliance with this Agreement. CONTRACTOR shall summarize the results of such monitoring efforts in written reports supported with documented evidence of follow-up actions taken to correct areas of noncompliance. CONTRACTOR shall retain all such written reports and submit such reports CONTRACTOR to COUNTY upon COUNTY's request.

c. Content

CONTRACTOR shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any contract ("Contract") or subcontract ("Subcontract") relating to Services.

d. Selection Process

CONTRACTOR shall undertake to ensure that all Contracts and Subcontracts shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. SUBCONTRACTOR shall provide to COUNTY a copy of each executed copies of Contract and Subcontract, along with documentation evidencing the selection process.

e. Insurance

CONTRACTOR shall undertake to ensure that all contracts and subcontracts let in the performance of this Agreement comply with minimum State-required Worker's Compensation insurance, and all insurance and indemnification provisions set forth in the Standard Indemnification and Insurance Provisions attached hereto and incorporated herein as Exhibit C.

3. Conflicts of Interest

CONTRACTOR shall abide by and keep records evidencing compliance with the organizational and individual conflicts of interest provisions of State and federal laws, including, but not limited to, HSC, Part 1, Division 31, Chapter 6.5, and the following:

- a. All participants are subject to State and Federal conflict of interest laws. Failure to comply with these laws, including business and financial disclosure provisions, shall result in this Agreement being declared void. Other legal action may also be taken. Applicable statutes include, but are not limited to, Government Code section 1090 and Public Contract Code, sections 10410 and 10411, for State conflict of interest requirements.
- b. Current State Employees: No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest, and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State Employment. No State officer or employee shall contract on his or her own behalf as an independent contractor with any State agency to provide goods or services.
- c. Former State Employees: For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.
- d. Employees of the CONTRACTOR shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the California Political Reform Act of 1974, Government Code section 81000 et seq.
- e. The provision of any type or amount of State HHAP assistance may not be conditioned on an individual or family's acceptance or occupancy of emergency shelter or housing owned by CONTRACTOR, or a parent or subsidiary of CONTRACTOR. CONTRACTOR may not, with respect to individuals or families occupying housing owned by CONTRACTOR, or any parent or subsidiary of CONTRACTOR, carry out the initial evaluation required under Chapter 6.5 (commencing with section 50230) of Part 1 of Division 31 of the HSC; and, any other Applicable Laws.

- f. CONTRACTOR shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees, agents or consultants engaged in the award and administration of contracts supported by state funds.
- g. No employee, officer, agent or consultant of CONTRACTOR shall participate in the selection, or in the award, or administration of, a contract supported by HHAP funds if a conflict of interest, real or apparent, would be involved.
- h. No covered persons who exercise or have exercised any functions or responsibilities with respect to State HHAP funded activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the State HHAP-funded activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the State HHAP-funded activity, or with respect to the proceeds derived from the State HHAP-funded activity, either for themselves or those with whom they have business or family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of STATE, COUNTY, CONTRACTOR, or any designated public agency.

CONTRACTOR must promptly disclose to the COUNTY, in writing, any and all potential and actual conflicts of interest.

4. Copyright

If this Agreement results in any material, works or inventions that may be protected by copyright, trademark, or patent, COUNTY, State, and HUD reserve the right to a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, such materials, works or inventions for governmental purposes.

COUNTY shall be the owner of the following items in connection with this Agreement upon production, whether or not completed: all data collected, all documents of any type whatsoever, and any material necessary for the practical use of the data and/or documents from the time of collection and/or production, whether or not performance under this Agreement is completed or terminated prior to completion ("COUNTY Data"). CONTRACTOR shall not release or distribute to any third party any COUNTY Data except after prior written approval of COUNTY in each instance.

No materials produced in whole or in part in connection with this Agreement shall be subject to copyright in the United States or in any other country except as determined by County in the COUNTY's sole discretion. COUNTY shall have the unrestricted authority to publish, disclose, distribute, and otherwise use in whole or in part, any reports, data, documents or other materials prepared in connection with this Agreement.

5. Conditions for Religious Organizations

If CONTRACTOR is, or may be deemed to be, a religious or denominational institution or organization, or an organization operated for religious purposes which is supervised or

controlled by or in connection with a religious or denominational institution or organization, CONTRACTOR agrees that:

- a. CONTRACTOR will not discriminate against any employee or applicant for employment on the basis of religion and will not limit employment or give preference in employment to persons on the basis of religion; and
- b. CONTRACTOR will not discriminate against any person applying for or receiving Services under this Agreement on the basis of religion and will not limit services under this Agreement or give preference to persons on the basis of religion, including, but not limited to, participation in religious activities; and
- c. CONTRACTOR will provide no religious instruction or counseling, conduct no religious worship or religious services, engage in no religious proselytizing, and exert no other religious influence in the provision of Services under this Agreement.

6. Drug-Free Workplace

Certification of Compliance: By signing this Agreement, CONTRACTOR and its subcontractors, hereby certify, under penalty of perjury under the laws of the State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Government Code 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by Government Code section 8355, subdivision (a)(1).
- b. Establish a Drug-Free Awareness Program, as required by Government Code section 8355, subdivision (a)(2), to inform employees, contractors, or subcontractors about all of the following:
 1. The dangers of drug abuse in the workplace;
 2. CONTRACTOR'S policy of maintaining a drug-free workplace;
 3. Any available counseling, rehabilitation, and employee assistance programs; and
 4. Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.
- c. Provide, as required by Government Code section 8355, subdivision (a)(3), that every employee and/or subcontractor who works under this Agreement:
 1. Will receive a copy of CONTRACTOR'S drug-free policy statement, and
 2. Will agree to abide by terms of CONTRACTOR'S condition of employment of subcontract.

7. Child Support Compliance Act

As this Agreement is in excess of \$100,000, the CONTRACTOR acknowledges in accordance with Public Contract Code 7110, that:

- a. The CONTRACTOR recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited, to disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- b. The CONTRACTOR, to the best of its knowledge, is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

D. ENVIRONMENTAL CONDITIONS

California Environmental Quality Act

This Agreement is subject to the provisions of the California Environmental Quality Act (CEQA). CONTRACTOR assumes responsibility to fully comply with CEQA's requirements regarding the Project. The obligation of funds and incurring of costs hereunder is hereby conditioned upon compliance with CEQA and completion by the State of all applicable review and approval requirements.

E. SEVERABILITY

If any provision of this Agreement is held invalid, illegal or unenforceable by a court of competent jurisdiction, then such provision shall be deemed severable from the remaining provisions hereof, and the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

F. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not affect the meaning, construction or effect of the terms of this Agreement.

G. WAIVER

COUNTY's delay or failure to act with respect to a breach by the CONTRACTOR shall not constitute or be construed as a waiver of COUNTY's rights with respect to subsequent or similar breaches. Any delay or failure of COUNTY to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision, and every power and remedy given by this Agreement to COUNTY shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of COUNTY.

H. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the COUNTY and the CONTRACTOR with respect to the Program Funds and the Services, and it supersedes all prior and contemporaneous communications and proposals, whether electronic, oral, or written between the COUNTY and the CONTRACTOR with respect to same. Each party hereto waives the future right to claim, contest or

assert that this Agreement was modified, canceled, superseded, or change by any oral agreements, course of conduct, waiver or estoppel.

I. REMEDIES NOT EXCLUSIVE

No remedy herein conferred upon or reserved to COUNTY is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

J. TIME IS OF THE ESSENCE

Time is of the essence in this Agreement and each covenant and term is a condition herein.

K. NONEXCLUSIVE AGREEMENT

CONTRACTOR understands that this is not an exclusive Agreement and that COUNTY shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by CONTRACTOR as COUNTY desires.

L. CALIFORNIA LAW; VENUE

This Agreement shall be governed by the laws of the State of California, and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute, are and shall be governed by, and construed in accordance with, the laws of the State of California, United States of America (including its statutes of limitations and Cal. Civ. Code § 1646.5), without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of California . Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to the County of Santa Barbara, if in federal court.

M. EXECUTION OF COUNTERPARTS

This Agreement may be executed electronically and in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the Parties shall preserve undestroyed, shall together constitute one and the same instrument.

N. AUTHORITY

Each party to this Agreement warrants and represents that such party has the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such party, and that all formal and corporate requirements necessary or required, including, but not limited to, by any state and/or federal law, in order to effectively and legally enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, CONTRACTOR hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which CONTRACTOR is obligated.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date set forth above.

ATTEST:
MONA MIYASATO
CLERK OF THE BOARD

By: Sheila de la Guerra
Deputy Clerk

"COUNTY"
COUNTY OF SANTA BARBARA:

By: [Signature]
Laura Capps, Chair
Board of Supervisors

APPROVED AS TO ACCOUNTING FORM:
BETSY M. SCHAFER, CPA
AUDITOR-CONTROLLER

Signed by:
By: Shawna Jorgensen
DF6DB6D7D6344E6...
Deputy Auditor-Controller
Shawna Jorgensen

DEPARTMENT HEAD

DocuSigned by:
By: Jesús Armas
E33B804A6E03475...
Jesús Armas
Community Services Director

APPROVED AS TO FORM:
RACHEL VAN MULLEM
COUNTY COUNSEL

Signed by:
By: Lauren Wideman
8F464D822C84458...
Deputy County Counsel
Lauren Wideman

APPROVED AS TO FORM:
GREG MILLIGAN
RISK MANAGEMENT

Signed by:
By: Greg Milligan
05F555F00269466...
Risk Manager

CONTRACTOR:

Advancing Collective Transformation, a California nonprofit public benefit corporation formerly known as Uffizi Order, doing business as Santa Barbara Alliance for Community Transformation

DocuSigned by:
By: [Signature]
145BC0BBC01946D...
Rich Sander
Executive Director

EXHIBIT A

Scope of Services

State of California Homeless Housing, Assistance and Prevention (HHAP) System Support

Project Title:	Lived Experience Advisory Board (LEAB) Coordination and Support
Maximum Contract Amount:	\$ 40,000.00
Term:	June 1, 2025 – January 31, 2026

A. INTRODUCTION

This Scope of Services is attached as Exhibit A to and incorporated into the Professional Services Agreement (“Agreement”) between the County of Santa Barbara (“COUNTY”) and Advancing Collective Transformation, a California nonprofit public benefit corporation formerly known as Uffizi Order, doing business as Santa Barbara Alliance for Community Transformation (“CONTRACTOR” or “Subrecipient” or “SBACT”) as referenced in the Agreement. The purpose of this Scope of Services is to further describe the Project requirements and Services referenced in the Agreement.

B. PROJECT DESCRIPTION

1. Purpose

The U.S. Department of Housing and Urban Development (“HUD”) strongly recommends that each Continuum of Care (“CoC”) consult with people with lived experience of homelessness to help shape the homelessness service system. HUD has prioritized the empowerment, compensation, and professional development of people with lived experience (“PLE”). SBACT will provide administrative support for the compensation of people identified as PLE, to be Lived Experience Advisory Board (“LEAB”) contributors. SBACT will assist with recruitment and compensation of a countywide LEAB. The source of funds for the Professional Services Agreement is the Homeless Housing, Assistance and Prevention (“HHAP”) Round 3 funds awarded by the State of California to the County’s Community Services Department, Housing and Community Development Division (“County HCD”), which acts as the lead agency for the CoC. County HCD is soliciting proposals from respondents with demonstrated experience and success in recruiting and organizing people with lived experience of homelessness.

A brief description of key project objectives include development of the following:

1. Assisting with recruitment of core groups of participants in South and North County;
2. Acting as a payroll administrator for the core participants;
3. Ensuring all non-core participants receive gift card compensation; and
4. Providing technological assistance as needed.

SBACT will meet the key project objectives utilizing the following means:

- a. **Membership:** Assisting with maintenance of these participant subgroups that comprise

the “LEAB Large Group” general membership:

- South County
- North County
- Virtual LEAB Large Group Meeting Attendees
- Core Group Leadership

SBACT will work closely with County HCD staff and Homebase consultant(s) to maintain the Core Group Leadership body according to identified and agreed upon ideal participant demographics, and to facilitate recruitment of new Core Group Leadership participants in both North and South County when needed to ensure LEAB function.

SB ACT will ensure ongoing general membership recruitment to account for attrition in the LEAB Large Group. SB ACT and County HCD staff will work together to elevate new voices in both general membership and Core Group Leadership. SB ACT will coordinate and host interviews for new and potential Core Group Leadership members when appropriate

On an ongoing basis SB ACT will utilize its network of people with lived experience of homelessness, and its service providing partners, to identify new LEAB participants, and to assist with ongoing outreach, recruitment, and onboarding.

- b. Compensation:** Acting as a payroll administrator for the Core Group Leadership participants, SB ACT will provide regular payroll-style compensation for LEAB members using Quickbooks Payroll. This service allows SB ACT to administer either direct deposit or paper checks, as requested by the individual payee. Core members will receive payments of \$25 per hour for participation, at an estimated 15 hours per quarter per participant.

SB ACT will ensure Large Group membership receive gift card compensation for participation in meetings, special work groups, subcommittees, and other approved CoC activities*. SB ACT will track and verify meeting attendance and purchase gift cards as incentives for non-core participants. SB ACT will maintain attendance lists to share with County staff.

** Approved CoC activities are those aligned with **CoC Engagement and Operational Support** provisions below; and are mutually agreed upon between SB ACT and County HCD’s CoC staff.*

- c. Group facilitation:** SB ACT staff will work closely with County HCD staff to plan and facilitate the LEAB, its Core Group, Large Group, and subcommittees, and LEAB project implementation.
- d. Technical Assistance:** SB ACT staff will assist LEAB members to access meetings virtually if they are unable to attend in person. As needed, SB ACT can host remote participation sessions at the Daytime Navigation and Workforce Development Center in South County and will work with North County partners to identify a remote meeting site in North County.
- e. CoC Engagement and Operational Support:** The LEAB is funded by the CoC Program as the

primary mechanism for people with lived experience of homelessness (“PWE”) to have meaningful and purposeful opportunities to inform and shape all levels of planning and implementation that the Continuum of Care is responsible to conduct.

For this reason LEAB operational support will include coordination of activities that meet the needs of the CoC Program as they arise during the term of agreement.

Needs of the CoC Program may include, but are not limited to:

- Feedback from PWE on specific CoC Program requests, usually related to funding applications or program evaluation
- Developing and maintaining a list of PWE to serve as Review and Rank Panelists as required by the CoC

SB ACT will assist LEAB Core Group Leadership in both preparation for and debriefing participation in CoC program activities, including CoC Board meetings, CoC Committee meetings, and Review & Rank meetings.

SB ACT staff will assist LEAB Core Group Leadership in both peer outreach efforts and advocacy to maximize these opportunities for its members, and to help meet the needs of the CoC Program. Peer outreach efforts will include gathering input and data from the broader population of PLE for LEAB activities as well as providing peer education about CoC activities and ways to engage.

Additional advocacy will include core LEAB participants attending County Board of Supervisors, City Council, and/or CoC meetings as needed to offer input related to homelessness policy and programming. In both peer outreach and advocacy efforts, SB ACT will assist with technical preparation (e.g., meeting logistics, how to provide public comment) and coordination (e.g., scheduling peer outreach activities).

f. General

Services shall be provided by CONTRACTOR under the supervision of CONTRACTOR’s Executive Director who shall ensure that the background and qualifications of CONTRACTOR’s staff providing services are appropriate for the persons being served under this Project and meet all applicable licensing requirements.

CONTRACTOR shall be responsible for providing Services in a manner satisfactory to COUNTY and consistent with all HHAP funding requirements and all Applicable Laws. All Services must be compliant with State law, including, but not limited to, Chapter 6.5 (commencing with Section 50230) of Part 1 of Division 31 of the HSC. As State law does not contain specifics on eligible costs for Services Coordination services, COUNTY has elected to use standards described in federal Emergency Solutions Grant regulations, 24 CFR 576, including but not limited to, Sections 578.53, as guidelines for eligible costs. CONTRACTOR must obtain prior express written consent from County HCD prior to use of Program Funds for an activity that is not listed in the Budget as an eligible expense. Such written consent may be provided by COUNTY for such uses of Program Funds that assist households experiencing homelessness obtain and maintain permanent housing and is compliant with California’s Housing First Policy. In addition, all State-

funded HHAP Round 3 activities shall operate in a manner consistent with the requirements of Welfare and Institutions Code Division 8, Chapter 6.5 (commencing with Section 8255), also referred to as “Core Components of Housing First”, including, but not limited to, use of a homelessness coordinated entry system, housing first practices, and progressive engagement practices.

2. Levels of Accomplishment

a. Performance Measures

CONTRACTOR shall meet the following performance measures during the Term of the Agreement:

<u>LEAB PERFORMANCE MEASURES</u>	<u>GOAL</u>
Numbers of current/new 'at large' participants recruited and trained to contribute to CoC Program development and/or oversight through the LEAB	100
Numbers of current/new 'core group' participants recruited and trained to contribute to CoC Program development and/or oversight through the LEAB	10
Number of trainings that support participants in contributing to program development or oversight	3
Number of participants who contribute to program development and/or oversight through attendance in CoC Board or regular/ad hoc committee meetings	12

3. Cost Estimates

CONTRACTOR shall meet the following performance measures during the Term of the Agreement:

<u>LEAB COST ESTIMATES, 6/1/2025 – 1/31/2026</u>		
Component	Activities	Budget
LEAB - Staff Compensation	SB ACT Staff Salaries & Benefits	\$ 16,984.00
LEAB - Member Compensation	LEAB Core Group Member Compensation	\$ 10,608.00
LEAB - Member Gifts/Incentives	LEAB Large Group Incentives	\$ 6,010.00
LEAB - Other (materials/supplies)	Print/copy; Software; Travel; Misc.	\$ 2,763.00
Admin	Indirect costs	\$ 3,635.00
	TOTALS	\$ 40,000.00

EXHIBIT B

State Terms and Conditions

This Project is being assisted by the State of California. The following State provisions must be included in all contracts pursuant to the provisions applicable to such State assistance.

Please note that in the event of a conflict between the State laws and regulations and the federal laws and regulations, **federal laws and regulations will prevail.**

1. Commencement of Work and Completion Dates

- A. CONTRACTOR agrees that the Project shall not commence, nor shall any costs to be paid with Homeless Housing, Assistance and Prevention (HHAP) Round-3 Program (hereafter the 'Program') funds be incurred or obligated by any party prior to execution of this Agreement by the COUNTY, completion of all required environmental clearances, compliance with the applicable conditions of this Agreement, and not before receipt of an award notification letter from COUNTY.
- B. CONTRACTOR agrees that the Project shall be completed by the expiration date specified in this Agreement and that the Scope of Services shall be provided for the full term of this Agreement.

2. Sufficiency of Funds and Termination

- A. The COUNTY may, by written notice to CONTRACTOR, terminate this Agreement, at any time for cause. Cause shall consist of: violations of any terms and/or special conditions of this Agreement; Federal statutes; Federal regulations; State laws and regulations; or withdrawal of the State's expenditure authority. Upon termination of this Agreement, unless otherwise approved in writing by the COUNTY, any unexpended funds received by the CONTRACTOR shall be returned to the COUNTY within thirty (30) days of the Notice of Termination.
- B. It is mutually understood between the Parties that this Agreement may have been written before ascertaining the availability of Congressional appropriation of funds for the mutual benefit of both parties in order to avoid program and fiscal delays which would occur if the Agreement were executed after the determination was made.
- C. This Agreement is valid and enforceable only if sufficient funds are made available to the COUNTY by the State and/or United States Government for the purposes of this Project. In addition, this Agreement is subject to any additional restrictions, limitations or conditions, or statute, regulations or any other laws, whether federal or those of the State of California, or of any agency, COUNTY, or any political subdivision of the federal or the State of California governments, which may affect the provisions, terms or funding of this Agreement in any manner.
- D. It is mutually agreed that if the Congress does not appropriate sufficient funds for the Program, this Agreement shall be amended to reflect any reductions in funds.

3. **Transfers**

CONTRACTOR may not transfer by subcontract or novation, or by any other means, the rights, duties, or performance of this Agreement or any part thereof, except with the prior written approval of the COUNTY and a formal amendment to this Agreement to effect such subcontract or novation.

4. **Contractors and Subcontractors**

CONTRACTOR and its contractors or subcontractors shall not enter into any Agreement, written or oral, with any contractor without the prior written approval of the COUNTY and determination by the COUNTY and State of the contractor's eligibility. A contractor, or its subcontractor, is not eligible to receive grant funds if the contractor or subcontractor is not licensed and in good standing in California or is listed on the Federal Consolidated List of Debarred, Suspended and Ineligible Contractors.

A. The Agreement between the COUNTY and CONTRACTOR shall require that any contractor or subcontractor must:

- 1) Perform all services in accordance with Federal, State, and local housing and building codes, as applicable.
- 2) Comply with the labor standards described in this Exhibit, Paragraph 13, as applicable. In addition to the requirements of this Exhibit, all contractors and subcontractors must comply with the provisions of the California Labor Code, as applicable.
- 3) Comply with all applicable Equal Opportunity Requirements, more fully described in this Agreement under Section VIII, PERSONNEL AND PARTICIPANT CONDITIONS.
- 4) Maintain at least the minimum COUNTY and State-required worker's compensation insurance for those employees who will perform the Project or any part of it.
- 5) Maintain, as required by law, unemployment insurance, disability insurance, and liability insurance in an amount to be determined by the State which is reasonable to compensate any person, firm, or corporation who may be injured or damaged by the contractor or any subcontractor in performing the Project or any part of it.
- 6) Agree to include all the terms of this Agreement in each subcontract, and that all requirements set forth in this Agreement apply between the CONTRACTOR and any contractor or subcontractor.

5. **Liability Insurance**

Unless otherwise approved in writing, CONTRACTOR shall have and maintain in full force and effect during the term of this Agreement liability insurance in an amount of not less than \$1,000,000.00 per occurrence with the COUNTY named as an additionally insured. Prior to

drawdown of funds, CONTRACTOR shall provide a valid certificate of insurance to the COUNTY Designated Representative for review and approval.

6. Inspections

- A. CONTRACTOR shall inspect all services performed hereunder to ensure that the services are being and have been performed in accordance with the applicable Federal, State and/or local requirements, and this Agreement.
- B. The COUNTY and State reserves the right to inspect all services performed hereunder to ensure that the services are being and have been performed in accordance with the applicable Federal, State and/or local requirements, and this Agreement.
- C. CONTRACTOR agrees to require that all work that is determined based on such inspections not to conform to the applicable requirements shall be corrected by CONTRACTOR and that COUNTY shall withhold payments to the CONTRACTOR until it is corrected.

7. Audit/Retention and Inspection of Records

- A. CONTRACTOR agrees to maintain accounting books and records in accordance with Generally Accepted Government Auditing Standards (GAGAS). CONTRACTOR agrees that the COUNTY, the STATE Department of General Services, the Bureau of State Audits, or their designated representatives, shall have the right to review and copy any records and supporting documentation pertaining to the performance of this Agreement. CONTRACTOR agrees to maintain such records for possible audit for minimum of five (5) years from the expiration date of this Agreement. CONTRACTOR agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of employees who might reasonably have information related to such records. Further, CONTRACTOR agrees to include a similar right of the COUNTY and State to audit records and interview staff in any subcontract related to performance of this Agreement.
- B. The audit shall be performed by a qualified State, local, or independent auditor. CONTRACTOR shall notify the COUNTY of the auditor's name and address immediately after the selection has been made. The contract for audit shall include a clause which permits access by the COUNTY and State to the independent auditor's working papers.
- C. CONTRACTOR shall comply with the audit requirements contained in 2 CFR Part 200 Subpart F.

8. Monitoring Grant Activities

- A. COUNTY shall monitor the CONTRACTOR activities to ensure compliance with federal and State HHAP Round III requirements. An onsite monitoring visit of SUBRECIPIENT may occur whenever determined necessary by the COUNTY, but at least once during the grant period.

- B. The COUNTY shall monitor the performance of the CONTRACTOR based on a risk assessment and according to the terms of this Agreement.
- C. The COUNTY shall monitor the performance of CONTRACTOR and the Project based on the performance measures used by the HHAP III program. In the event that project-level or system-wide performance consistently remains low, the COUNTY shall work collaboratively with the CONTRACTOR to develop performance improvement plans which shall be incorporated into this Agreement and other agreements required.
- D. If it is determined that a CONTRACTOR falsified any certification; application; or informational, financial, or contract report, the CONTRACTOR shall be required to reimburse to COUNTY the full amount of the funds provided by this Agreement, and may be prohibited from any further participation in the HHAP Round III program.
- E. As requested by the COUNTY, the CONTRACTOR shall submit to the COUNTY all HHAP Round III monitoring documentation necessary to ensure that CONTRACTOR is in continued compliance with State HHAP Round III requirements. Such documentation requirements and the submission deadline shall be provided by the COUNTY at the time such information is requested from the CONTRACTOR.

9. Waivers

No waiver of any breach of this Agreement shall be held to be a waiver of any prior or subsequent breach. Failure of the COUNTY to enforce the provisions of this Agreement or required performance by the CONTRACTOR of these provisions, at any time, shall in no way be construed to be a waiver of such provisions, nor affect the validity of this Agreement, or the right of the COUNTY, to enforce these provisions.

10. Litigation

- A. If any provision of this Agreement, or any underlying obligation, is held invalid by a court of competent jurisdiction, such invalidity, at the sole discretion of the COUNTY, shall not affect any other provisions of this Agreement and the remainder of this Agreement shall remain in full force and effect. Therefore, the provisions of this Agreement are, and shall be, deemed severable.
- B. CONTRACTOR shall notify the COUNTY immediately of any claim or action undertaken by or against it, which affects or may affect this Agreement of the COUNTY and shall take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of the COUNTY.

11. Compliance with State Law and Regulations

CONTRACTOR agrees to comply with all State laws and regulations that pertain to construction, health and safety, labor, fair employment practices, equal opportunity, and all others matters applicable to the CONTRACTOR and the Project.

12. Environmental Requirements

This Agreement is subject to the provisions of the California Environmental Quality Act (CEQA). CONTRACTOR assumes responsibility to fully comply with CEQA's requirements regarding the Agreement. The obligation of funds and incurring of costs is hereby conditioned upon compliance with CEQA, and completion by the COUNTY and the State of all applicable review and approval requirements.

13. Eligible Activities

- A. State HHAP Round III funds awarded by the COUNTY shall be used for the eligible activities set forth in Exhibit A "Scope of Services" as permitted under State law.

14. Core Practices

All Program funded activities shall operate in a manner consistent with the Health and Safety Code, Division 31, Part 1, Chapter 6 (commencing with section 50216).

15. Core Components of Housing First

All HHAP Round III-funded activities shall operate in a manner consistent with the requirements of Welfare and Institutions Code, Division 8, Chapter 6.5, (commencing with Section 8255) referred to as "Core Components of Housing First", including but not limited to, use of a homelessness coordinated entry system, Housing First practices, and progressive engagement practices.

16. Reporting and Recordkeeping

- A. By October 20th of each year, CONTRACTOR shall submit a final Annual Performance Report to the COUNTY. In accordance with federal reporting requirements, the report shall include, but not be limited to, beneficiary data including performance measurements.
- B. No less than once per quarter, but not more often than monthly, CONTRACTOR shall provide COUNTY with a HHAP Round III Program Quarterly Status Report, for which a sample is attached hereto as Exhibit D, on or before the twentieth day of October, January, April, and July, setting forth its activities for the previous quarter. Further, should the State require additional reports, CONTRACTOR agrees to submit such reports in a timely fashion in a manner and format approved by the COUNTY and State. A close-out-of-grant report shall be submitted within twenty (20) days after the end of the reporting period.
- C. CONTRACTOR shall manage and maintain all client data information using a Homeless Management Information System (HMIS). CONTRACTOR shall collect all program data elements using HMIS and comply with all reporting requirements.
- D. CONTRACTOR shall maintain all fiscal and program records pertaining to the Agreement for a period of five (5) years from the date of expiration of the Agreement.
- E. CONTRACTOR shall submit required reports on forms approved by COUNTY.

EXHIBIT C

Indemnification and Insurance Requirements (For contracts involving the care/supervision of children, seniors or vulnerable persons)

INDEMNIFICATION

CONTRACTOR agrees to indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless COUNTY and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, judgments and/or liabilities arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person or entity and for any costs or expenses (including but not limited to attorneys' fees) incurred by COUNTY on account of any claim except where such indemnification is prohibited by law. CONTRACTOR'S indemnification obligation applies to COUNTY'S active as well as passive negligence but does not apply to COUNTY'S sole negligence or willful misconduct.

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

CONTRACTOR shall notify COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement. The indemnification provisions in this Agreement shall survive any expiration or termination of this Agreement.

INSURANCE

CONTRACTOR shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, its agents, representatives, employees or subcontractors.

B. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONTRACTOR has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. *(Not required if CONTRACTOR provides written verification that it has no employees)*
4. **Professional Liability:** (Errors and Omissions) Insurance appropriate to the CONTRACTOR'S profession, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate.

5. **Sexual Misconduct Liability:** Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$2 million per claim and \$2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

If the CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown above, the COUNTY requires and shall be entitled to the broader coverage and/or the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the COUNTY.

C. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured** – COUNTY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR’S insurance at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).
2. **Primary Coverage** – For any claims related to this contract, the CONTRACTOR’S insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the COUNTY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, or volunteers shall be excess of the CONTRACTOR’S insurance and shall not contribute with it.
3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the COUNTY.
4. **Waiver of Subrogation Rights** – CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.
5. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. The COUNTY may require the CONTRACTOR to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
6. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best’s Insurance Guide rating of “A- VII”.
7. **Verification of Coverage** – CONTRACTOR shall furnish the COUNTY with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to obtain the required documents prior to the work

beginning shall not waive the CONTRACTOR'S obligation to provide them. The CONTRACTOR shall furnish evidence of renewal of coverage throughout the term of the Agreement. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

8. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by COUNTY as a material breach of contract.
9. **Subcontractors** – CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONTRACTOR shall ensure that COUNTY is an additional insured on insurance required from subcontractors.
10. **Claims Made Policies** – If any of the required policies provide coverage on a claims-made basis:
 - i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 - ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
 - iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.
11. **Special Risks or Circumstances** – COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. CONTRACTOR agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of COUNTY to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of COUNTY.